

## CONTRACT

**Wisconsin Works (W-2) and Related Programs Contract  
for the period January 1, 2004 through December 31, 2005  
between  
the State of Wisconsin Department of Workforce Development  
and  
«Field1»**

**THE CONTRACT** is entered into by and between the State of Wisconsin Department of Workforce Development ("Department") and «Field1» ("W-2 Agency") (collectively, "the Parties").

**WHEREAS**, the Department is authorized by section 49.143 of the Wisconsin Statutes, as amended, to contract with service providers to administer Wisconsin Works ("W-2") under sections 49.143 to 49.161 of the Wisconsin Statutes (1999-2000) as amended; and

**WHEREAS**, the purpose of W-2 is to enable parents to fulfill their responsibility to nurture and support their families by providing community-based employment and supportive services and an opportunity to achieve, at the earliest possible time, economic independence and self-sufficiency through work; and

**WHEREAS**, the Parties wish to contract for the administration of W-2 and Related Programs by the W-2 agency for the geographic area(s) of «Field2»; and

**WHEREAS**, the W-2 agency, under contract with the Department, is required to perform all W-2 and Related Program services and to implement the entire program, in accordance with the Department's Policies and Procedures, for the above geographic area(s) and is wholly accountable and responsible for results;

**NOW THEREFORE** the Department and the W-2 agency agree as set forth in the Contract, the Contract Appendices, and documents incorporated by reference into the Contract.

### 1. Contract Period

The Contract Period will be January 1, 2004 through December 31, 2005, except as specified in Contract section 26.10. The Department may re-contract for the 2006-2007 Contract Period with a W-2 agency that meets the Department's requirements.

### 2. Contract Extension

#### 2.1 Extension

The Department may elect to extend the period of this Contract for one year, to December 31, 2006.

#### 2.2 Notification of Extension

The Department shall decide whether or not to extend the Contract Period of this Contract, and shall notify the W-2 agencies of its decisions.

#### 2.3 Allocation and Performance Standards

If the Department elects to extend the Contract Period of this Contract, the Department shall make determinations as to allocations and performance standards for the added year of the extension.

### 3. Contract Manager

#### 3.1 Designated Contract Manager

The Department and the W-2 agency shall each appoint a Contract Manager.

**3.2 Contract Manager Name**

The Department's Contract Manager is the Division of Workforce Solutions ("DWS") Regional Office Area Administrator. The W-2 agency's Contract Manager is the person identified on the W-2 agency's Agency Identification form.

**3.3 Department's Contract Manager**

The Department's Contract Manager manages the W-2 Contracts on a daily basis. The Department's Contract Manager will periodically monitor the W-2 agency's performance under the Contract. The W-2 agency shall promptly undertake such improvements and corrections as may be reasonably necessary to correct any problems and/or deficiencies identified in the Department's Contract Manager's periodic monitoring.

**3.4 W-2 Agency's Contract Manager**

The W-2 agency's Contract Manager manages the W-2 Contract on a daily basis.

**4. W-2 Administrator**

The DWS Administrator is the W-2 Administrator and shall exercise all of the State's rights under the Contract. Any disputes between a W-2 agency and the Department under the Contract shall be resolved by the Disputes process. (See section 54 of the Contract.)

**5. Notices Relating to Termination, Breach, Noncompliance, or Failure Penalty**

Any notice or demand relating to termination, breach, noncompliance, or failure penalty shall be in writing and either delivered personally, by fax followed by certified mail, or by certified mail, return receipt requested, addressed to the Contract Manager. (See Contract section 3, Contract Manager) Notices sent by fax must be followed up by certified mail or by regular mail within twenty-four (24) hours of the fax send time. The mail follow-up must be the same documents as the fax (no additional or changed documents may be included in the mailed follow-up).

**6. Captions**

The captions in the Contract and associated documents are intended for reference only and in no way define, limit or describe the scope or intent of any provisions contained therein.

**7. Performance Standards**

The Performance Standards that apply to this Contract are contained in Appendix B, Performance Standards. (See Performance Standards for the 2004-2005 W-2 and Related Programs Contract, Appendix B to the Contract.)

**8. Compliance with Policies for W-2 and Related Programs**

The W-2 agency is responsible for delivering W-2 and Related Program activities in accordance with the Department's Policies and Procedures. The W-2 agency must comply with the Department's Policies and Procedures. The Affidavit of Fair Competition (Part 2, Section 1.21 of the W-2 Capacity Plan) includes a statement that the W-2 agency must comply with all terms, conditions, and Response Items required by the State in the Contract, documents incorporated by reference, and the W-2 Plan.

**9. Policy Change****9.1 Department's Policies and Procedures**

The Department may modify its Policies and Procedures and the Department's document titled Policies and Procedures for W-2 and Related Programs Contract, which is incorporated by reference into the Contract.

**9.2 New Policy Mandate**

The Department will issue new policy mandates as required to do so by State or federal law, rules or regulations or a court order or a settlement agreement.

**9.3 Adopting New Policies**

The Department may issue a new policy mandate which is not required by State or federal law, rule or regulation, a court order, or a settlement agreement, to the extent that the new policies are necessary to implement service improvements.

**9.4 Proposed Modification to the Department's Policies and Procedures**

If the Department proposes a modification to the Department's Policies and Procedures that is not required by State or federal law, rules or regulations or court order or settlement agreement, the W-2 agency, using a committee advisory to the Department or other method specified by the Department, will have thirty (30) calendar days to comment on the fiscal impact to the W-2 agency of such a change. The Department shall consider such comments prior to the implementation of the proposed modification to the Department's Policies and Procedures.

**9.5 Policies Relating to Participant Sanctions**

During the Contract Period, the Department shall review and may propose modifications to the Department's Policies and Procedures relating to participant sanctions.

**9.6 Policies Relating to Training for Financial and Employment Planners**

The Department will review and revise the appropriate policies to ensure that W-2 agency Financial and Employment Planners ("FEPs") receive training in coordination with local child welfare and other community agencies to facilitate the employment of the participants, their well-being and the well-being of their children.

**10. Funding Change**

The W-2 agency agrees that the obligations of the Department under the Contract are limited by, and contingent upon, legislative authorization and budget appropriations. If, during the Contract Period, the appropriations that fund performance under the Contract are not made or are repealed or reduced by actions of Congress or the State Legislature, then the Department shall notify the W-2 agency of the funding change. The Department may notify the W-2 agency which services shall be performed by the W-2 agency. If the W-2 agency makes a determination that additional changes in required services are necessary because of the lack of funds, the W-2 agency may, within thirty (30) calendar days, present a proposed plan to the Department for modifications in required services. The Department will respond within thirty (30) calendar days to such a proposed plan in making its final decision on the services to be performed.

**11. W-2 Plan to Administer W-2 and Related Programs****11.1 W-2 Plan Documents**

The W-2 Plan to Administer W-2 and Related Programs shall consist of the W-2 agency's Capacity Response Items, Program Response Items and all required forms submitted to the Department in 2003 as approved by the Department and as modified in accordance with section 11.5 of the Contract. The W-2 Plan to administer W-2 and Related Programs must be consistent with the W-2 and Related Programs Request for Proposals ("RFP") and/or the Department's recontracting instructions for the Right of First Selection ("RFS") agencies.

**11.2 Property of the Department**

The W-2 Plan and any Plan Modifications submitted to the Department become the property of the Department upon receipt. All rights, title and interest in all W-2 Plan materials and ideas prepared by the W-2 agency shall become the exclusive property of the Department and may be used by the Department at its option.

**11.3 W-2 Plan Administration**

The W-2 agency must administer W-2 and Related Programs in accordance with the Plan. W-2 and Related Programs include, but are not limited to, the following: W-2 employment positions; W-2 case management, Food Stamp Employment and Training; Child Care eligibility determinations; Refugee Cash Assistance and Refugee Medicaid; Job Access Loans; Emergency Payments; Learnfare; and Children First (optional, Children First may be administered by the W-2 agency or the Child Support agency).

**11.4 Scope of Work**

The scope of work includes all of the elements of the approved W-2 Plan, in accordance with the Department's Policies and Procedures.

**11.5 W-2 Plan Modification****11.5.1 W-2 Agency Initiated****11.5.1.1 Proposed Substantive Plan Modification**

If the W-2 agency determines that a substantive change is needed to the W-2 Plan, the W-2 agency shall submit the proposed change in writing to the Department's Contract Manager for written approval. A substantive change includes, but is not limited to, a change in services or a service provider; service hours or the location where services are provided; management oversight or contract administration; or access to and delivery of services. The Department's Contract Manager shall within ten (10) business days of notification by the W-2 agency submit a written response which will state the Department's approval or disapproval of the proposed W-2 Plan Modification.

**11.5.1.2 Updates to the W-2 Plan**

In the absence of any substantive change that would require a W-2 Plan Modification, the W-2 agency must submit any updates to the Plan (or a statement that there are no updates to the W-2 Plan) to the Department's Contract Manager at least twice annually.

**11.5.2 Department Initiated****11.5.2.1 Modifications – Substantive**

If the Department determines that a substantive change is needed to the W-2 Plan, the Department shall notify the W-2 agency. The W-2 agency shall, within ten (10) business days of notification by the Department, submit a written proposed W-2 Plan Modification to the Department's Contract Manager. The Department's Contract Manager shall notify the W-2 agency of the Department's approval or disapproval of the proposed W-2 Plan Modification within ten (10) business days.

**11.5.2.2 Modifications Relating to the Contracting Process**

If the Department determines that a change is needed to a Proposal proposed as a part of the RFP contracting process or a Plan proposed as part of the RFS contracting process, the Department shall notify the W-2 agency and the W-2 agency shall submit the modification to the Department's Contract Manager within ten (10) business days.

**12. Contract Interpretation**

The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions of the Contract. Any ambiguity or inconsistency among the Contract documents shall be resolved by applying the following order of precedence:

- (a) The Contract, including any Appendices, Attachments and Amendments;
- (b) The RFP, including all forms, Appendices, Addenda and incorporated documents, and the Response Items from the Department's Right of First Selection Administrator's Memorandum for 2004-2005 W-2 and Related Programs Contract; and
- (c) The W-2 agency's Plan, including any approved Modifications.

**13. W-2 Agency Structure****13.1 Duly Incorporated and Registered**

With the exception of government agencies and tribal governing bodies, a W-2 agency must be duly incorporated and registered under Wisconsin Statutes.

**13.2 Single Organization Unit**

Each W-2 agency must have a structure which permits the Department to hold it accountable as an entity, as opposed to a structure in which the W-2 agency is made up of co-equal partners, each of whom can be held accountable only for their specific contracted responsibilities. The W-2 agency must consist of a single organizational unit or when a consortium exists there must be a single point of contact and accountability.

**13.3 W-2 Agency Director**

Each W-2 agency must be headed by a W-2 director who administers through an appropriate chain of command. The director must retain powers to provide, purchase or subcontract for services necessary to meet its contractual obligations as a W-2 agency, without such decisions requiring prior authorization from partner agencies. Nothing in this section is intended to remove authority from a County Board, Board of Directors or a Tribal Governing body. The W-2 director must have management control over the W-2 agency workforce, which may be exercised either through direct hiring or through subcontracts. The W-2 agency director must be competent to manage a diverse workforce.

**14. Subcontracts****14.1 Requirements**

The W-2 agency may subcontract for some or all of the services covered in the Contract.

In order for a W-2 agency to issue payment to another agency for any service under the Contract, a subcontract reviewed by the Department's Contract Manager is required.

Upon signing a subcontract, in accordance with the Department's Policies and Procedures, the W-2 agency must submit a copy to the Department's Contract Manager for review within fifteen (15) business days.

The W-2 agency must provide a list of all current subcontracts to the Department's Contract Manager within ten (10) business days after each calendar quarter of the Contract Period. The list must be in accordance with the Department's Policies and Procedures.

**14.2 Prior Costs**

Costs incurred before the execution of a subcontract are not allowable costs for reimbursement unless the Department has reviewed and approved in writing the amount and type of costs and the reason that costs were incurred before the execution of the subcontract.

**14.3 Compliance**

The W-2 agency must comply with all subcontract requirements under the applicable state and federal laws and the Contract, including any applicable requirements in the Department's Policies and Procedures.

**14.4 Subcontracting by Subcontractors**

For purposes of the Contract, subcontracting by subcontractors is permitted. All subcontractors, whether first-, second-, third-tier, or more must abide by all the terms of the Contract, including Funding Change (See section 10 of the Contract.), and the Department's Policies and Procedures.

**14.5 Responsibility**

The W-2 agency is responsible for contract performance when subcontractors are used. The W-2 agency must obtain certifications from subcontractors stating that neither the subcontractors nor potential sub-recipients, contractors, or any of their principals are debarred, suspended or proposed for debarment. (See Certification Regarding Debarment form, Part 2, Section 1.24 of the W-2 Capacity Plan.) The W-2 agency must obtain lobbying compliance certifications from subcontractors. (See Lobbying, Part 2, Section 1.25 of the W-2 Capacity Plan.)

**14.6 Non-discrimination Against an Organization**

The W-2 agency shall not discriminate against an organization that is or applies to be a subcontractor on the basis that the organization has a religious character. The W-2 agency shall not require the faith-based organization to alter its definition, development, practice or expression of its religious beliefs, nor shall it require the organization to alter its internal governance or remove religious art or any other expression of its religious belief in order to enter into a subcontract with or be awarded a grant from the W-2 agency.

**14.7 Non-discrimination Against an Applicant or Participant**

The W-2 agency shall not discriminate against any W-2 or Related Programs applicant or participant on the basis of religious or lack of religious belief. Therefore, if the W-2 agency subcontracts with a faith-based organization to provide case management services or assistance to W-2 and Related Programs participants, it must make available within a reasonable time an alternative provider of the same services, worth the same value, to any participant who objects to the religious character of the organization or institution from which the participant would receive or is receiving case management services or assistance.

**14.8 Fiscal and Accounting Standards**

The W-2 agency shall require any faith-based organization that it subcontracts with or awards a grant to, to meet the same fiscal and accounting standards, and generally accepted accounting principles as any other private provider.

**15. Records****15.1 Maintenance**

The W-2 agency shall comply with the records, reporting and monitoring requirements of the Department's Policies and Procedures. The W-2 agency shall maintain such records, reports, evaluations, financial statements and necessary evidence of accounting procedures and practices to document the funding received and disbursements made under the Contract. The W-2 agency shall provide information in a form and manner prescribed by the Department, including but not limited to, using the CARES system and/or other systems designated by the Department.

**15.2 Availability**

Upon request, the W-2 agency shall make records available to the Department for inspection including records and information, which may not be maintained in CARES. The W-2 agency further agrees to transfer to the Department any original or copy of records that the Department requests during or after the Contract Period as soon as practical and no later than within ten (10) business days. The W-2 agency shall use the schedules for record retention in accordance with the Department's Policies and Procedures and State and federal law.

**15.3 Retention**

In the case of documents that are not covered by the schedules for record retention in accordance with the Department's Policies and Procedures and State and federal law, the W-2 agency will retain all documents applicable to the Contract for a period of not less than three (3) years after the final payment under the Contract is made.

**15.4 Confidentiality**

Except as provided by Wisconsin Statutes, the W-2 agency shall keep participant records confidential and shall properly dispose of them in accordance with State and federal rules and policies.

**15.5 Data Sharing Agreement**

A signed data sharing agreement between the Department and the W-2 agency is required before access to the Department's automated systems will be granted. The confidentiality and disclosure requirements in the data sharing agreement survive the termination of the Contract. Upon termination of the Contract all personal identifiable participant information stored on electronic media must be erased in such a way that it is not recoverable. All paper documentation containing personal identifiable participant information that is not turned over to the succeeding W-2 agency or the Department must be shredded.

**16. On-Site Visits**

The Department may conduct on-site visits at any time and without prior notice to the W-2 agency, using either its own employees or agents, to conduct inspections or audits or for any other purposes as the Department deems necessary to determine the W-2 agency's compliance with the Contract. The cost to the Department of an on-site visit will be paid by the Department unless the Department determines that an on-site visit is required by the failure of the W-2 agency to satisfactorily perform its responsibilities under the Contract.

**17. Records of Contract Compliance Issues, Monitoring, and Corrective Action****17.1 Records of Contract Compliance Issues**

Both the Department and the W-2 agency must maintain records of potentially serious contract compliance issues. The records shall identify the date(s), the issue(s) and how the issue(s) was resolved including required follow up actions and timeframes.

**17.2 Monitoring****17.2.1 Monitoring Reviews**

The Department will conduct monitoring reviews of the W-2 agency.

**17.2.2 Corrective Action Plan**

Based on the results of each monitoring review, the Department will notify the W-2 agency of items which require a Corrective Action Plan and the time allowed, which shall be no less than ten (10) business days, and no more than thirty (30) calendar days, or longer if pre-approved by the Department, to implement the Corrective Action Plan.

**17.2.3 Failure**

If the W-2 agency fails to fully implement substantial required Corrective Action(s), the Department may revoke the W-2 agency's Right of First Selection status. (See Performance Standards for the 2004-2005 W-2 and Related Programs Contract, Appendix B to the Contract.)

**17.3 Corrective Action Outside of Monitoring Reviews****17.3.1 Opportunity for Corrective Action Plan**

Except under the Penalty Amounts (section 18.3) and Substantial Noncompliance (section 20.3) sections of the Contract, the W-2 agency at its discretion may submit a Corrective Action Plan to address noncompliance with the provisions of the Contract.

**17.3.2 Requirement**

Within six (6) business days of receipt by the W-2 agency of notice of failure to perform any provision of the Contract, the W-2 agency shall submit to the Department's Contract Manager for approval a Corrective Action Plan to remedy such failure.

**17.3.3 Failure**

A failure by the W-2 agency to submit an approvable Corrective Action Plan or a failure by the W-2 agency to fully implement the approved Corrective Action Plan within ten (10) business days of approval of the Corrective Action Plan by the Department shall constitute Uncorrected Nonperformance under the Contract and may be cause for termination of the Contract. If the W-2 agency fails to fully implement substantial required Corrective Action(s), the Department may revoke the W-2 agency's Right of First Selection status. (See Performance Standards for the 2004-2005 W-2 and Related Programs Contract, Appendix B to the Contract.)

**17.4 Payment Adjustments for Failure to Take Corrective Action**

After giving the W-2 agency notice and an opportunity to take corrective action, the Department may reduce, withhold or recover payments to the W-2 agency if the W-2 agency fails to satisfactorily perform its responsibilities under the Contract.

**18. Failure Penalty****18.1 Investigation**

The Department shall investigate an alleged instance of failure to implement programs or operations requirements for the W-2 and Related Programs based on information received from a complaint from any source, including, but not limited to, a W-2 applicant or participant a management report analysis, a case review, on-site monitoring, or desk monitoring.

**18.2 Procedure**

The Department's Contract Manager shall describe in writing the alleged instance of failure to implement programs or operations requirements for the W-2 and Related Programs and shall provide a copy to the W-2 agency. The Department shall investigate the alleged instance of failure and shall issue a written finding of fault or no fault. The W-2 agency must cooperate with the Department's investigation. At the Department's discretion, a finding of fault may include a warning and a Corrective Action Plan requirement and timeline to resolve the finding. The Department at its discretion may waive part or the entire damage amount set forth in the Penalty Amounts section of the Contract. The W-2 agency may use the Disputes process under the Contract to obtain review of a written finding under this section, but any such dispute must be received by the Department Chief Legal Counsel within ten (10) business days of the W-2 agency's receipt of the written finding.

**18.3 Penalty Amounts**

If the W-2 agency knowingly denies or refuses services; fails to provide necessary services to W-2 applicants or W-2 participants; fails to monitor the W-2 agency's operation of the W-2 program; engages in a pattern of failure to provide necessary accommodations required for persons with disabilities to access services; fails to provide timely follow up and correction of underpayments on inappropriate sanctions; fails to correct a pattern of non-response to telephone contacts; fails to timely respond to written contact from a W-2 applicant or W-2 participant; does not provide publicly advertised W-2 services in terms of location, hours, or staff availability; or fails to implement the W-2 and Related Programs or operations requirements; and the W-2 agency knew or should have known that this was not in compliance with a Contract requirement, the Parties hereby agree that damages will be difficult to calculate. Accordingly, upon a finding of failure, liquidated damages may be assessed in the amount of Five Thousand Dollars (\$5,000) per failure, or an amount determined by the Department that would not exceed Five Thousand Dollars (\$5,000) per failure. These damages shall be collected under section 26.9 of the Contract, Payment Adjustments.

**19. Inability to Perform**

The W-2 agency shall immediately notify the Department whenever the W-2 agency is unable to provide the required services specified under the Contract. Upon such notification, the Department shall determine whether such inability will require an amendment to or termination of the Contract.



**20. Termination of Contract****20.1 Without Cause**

Either Party may terminate the Contract without cause upon written notice effective at the end of the month in which the one hundred and twentieth (120th) calendar day occurs.

**20.2 Uncorrected Nonperformance**

Termination for Uncorrected Nonperformance under section 17.3.3 of the Contract shall be effective within ten (10) business days after the Department has mailed notice of termination.

**20.3 Substantial Noncompliance**

The Department may terminate the Contract immediately if the Department determines that the W-2 agency is in substantial noncompliance with the terms and conditions of the Contract which creates an emergency that requires the Department to implement an emergency contract with another entity. Substantial noncompliance exists, for example, when the W-2 agency is not providing intake services at the W-2 agency's locations in the community, and the W-2 agency is unable to state when it will be able to provide services again. Termination of the Contract for substantial noncompliance shall be effective two (2) business days after the Department has mailed notice of termination.

**20.4 Cancellation**

The State reserves the right to cancel any Contract in whole or in part without penalty due to nonappropriation of funds by Congress or the State Legislature.

**20.5 Reimbursement****20.5.1 Requirement**

If the Department terminates the Contract, the Department shall reimburse the W-2 agency for Allowable Costs of services performed under the Contract. The Department may also reimburse the W-2 agency for reasonable and approved close-out costs. If the W-2 agency terminates the Contract without cause, the Department will exercise due diligence in selecting and contracting with a replacement W-2 agency, which may result in a reduction by the Department of the notice period under Without Cause, section 20.1 of the Contract.

**20.5.2 Discretion of the Department**

In addition to the costs allocated in the Department's document titled Allocations for the 2004-2005 W-2 and Related Programs Contract, W-2 Base Allocation chart (Appendix A to the Contract), and at its sole discretion, the Department may reimburse the W-2 agency for costs incurred during the notice period.

**20.5.3 Closeout****20.5.3.1 Determination of Closeout Payments**

The Department may adjust the timing and amount of payments to the W-2 agency pending final closeout payment determinations by the Department.

**20.5.3.2 Consideration of Program Needs**

In determining the amount of reimbursement as a component of closeout costs after termination, the Department shall consider the amount of funds that may be required to continue the administration of the W-2 program in the W-2 agency's region for the remainder of the original Contract term.

**20.5.3.3 Review of Earlier Opportunities for Plan Modification**

In determining the amount of reimbursement as a component of closeout costs after termination the Department shall consider the W-2 agency's earlier opportunities to propose modifications to its Plan.

**20.6 Performance Surviving Termination**

The obligations of the Parties under the following sections of the Contract shall survive the termination of the Contract:

Contract section 15 Records;  
Contract section 18 Failure Penalty;  
Contract section 21 Coordination and Cooperation;  
Contract section 26 Payment;  
Contract section 27 Audit and Audit Liabilities;  
Contract section 28 Performance Bonuses;  
Contract section 37 Indemnification;  
Contract section 39 W-2 Agency Tax Delinquency;  
Contract section 40 Copyright and Publication Rights;  
Contract section 48 Severability;  
Contract section 50 Time Is of the Essence;  
Contract section 51 Waiver; and  
Contract section 54 Disputes.

**21. Coordination and Cooperation****21.1 Partner or Successor Agency**

The W-2 agency must cooperate with all partner agencies and with any successor agency.

**21.2 Workforce Investment Act Coordination**

The W-2 agency is responsible for coordination with the local Workforce Development Board ("WDB") as the local board performs its planning and oversight functions under the Workforce Investment Act (WIA) of 1998, Public Law 105-220.

**21.3 Income Maintenance Agencies**

The W-2 agency shall cooperate with the income maintenance ("IM") agency for its geographic area(s) in administering the joint application process for W-2, Medicaid ("MA"), Food Stamps ("FS") and Child Care. This shall include providing work space for child care administration workers, any county child care eligibility workers required due to a subcontract with a county, and FS/MA workers.

**22. Funding Available****22.1 Requirements**

The W-2 agency is responsible for serving the eligible population in the applicable geographic area with a specified funding amount identified. (See Allocations for the 2004-2005 W-2 and Related Programs Contract, Appendix A to the Contract.)

**22.2 Tribal Temporary Assistance for Needy Families Program**

In the event that an American Indian Tribe exercises its option to create a tribal Temporary Assistance for Needy Families ("TANF") program, or in the event that a tribe discontinues its administration of a tribal TANF program, the Department reserves the right to adjust one or more W-2 agencies' Base Allocation if a W-2 agency's geographic area overlaps with the American Indian tribal TANF service area.

**23. Cost Allocation Requirements**

County W-2 agencies are required to comply with the Department's methods and procedures for allocating costs. County Indirect Cost Allocation Plans must be provided to the Department upon request.

Private W-2 agencies are required to comply with the Department's policies on cost allocation, including one hundred percent (100%) time reporting. The private W-2 agency is required to submit a Cost Allocation Plan, which complies with the Department's Policies and Procedures, to the Department's Contract Manager within thirty (30) calendar days of signing the Contract and must submit any changes to the Department's Contract Manager necessary to keep the Cost Allocation Plan current and accurate within thirty (30) calendar days of the change.

## **24. W-2 Agency Procurement Activities**

### **24.1 Requirements**

The W-2 agency agrees to conduct its procurement transactions for purchases under the Contract by adhering to all applicable federal, State, and local requirements.

### **24.2 Equipment**

The W-2 agency agrees to comply with the Department's Policies and Procedures regarding equipment procured under the Contract including inventories, minimum operating standards, installation, ownership, depreciation, moves, repair and maintenance.

## **25. Minority Business Enterprises**

### **25.1 State Goal**

The State of Wisconsin has a goal of placing five percent (5%) of its total purchasing dollars with certified minority business enterprises ("MBE"). (See sections 15.107(2), 16.74(4), 16.755 and 560.03(2) of the Wisconsin Statutes.) The W-2 agency is encouraged to purchase services and supplies from MBEs certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development.

### **25.2 Identification of MBE Subcontractors**

The W-2 agency shall meet with the Department to identify MBE subcontractors for the provision of services for the Contract. The W-2 agency shall identify the services purchased from Certified MBE subcontractors in the quarterly report of subcontractors filed under section 14.1 of the Contract.

### **25.3 Certified Minority Businesses**

A list of certified MBEs, and the services and commodities they provide is available from the Department of Administration, Office of Minority Business Programs, 608-267-7806. The list is published on the Internet at: <http://www.doa.state.wi.us/deo/mbe/report2.asp>

### **25.4 Compliance**

The Department will work with the W-2 agencies under the 2004-2005 W-2 contract to ensure compliance with this section.

## **26. Payment**

### **26.1 Contract Total**

The Contract is a reimbursement contract, meaning that a W-2 agency will be reimbursed for allowable expenses up to the Contract Total. The W-2 agency is not entitled to the Contract Total, or to any amount within a Contract subcategory, if the W-2 agency does not have allowable expenses that equal or exceed that amount.

### **26.2 Advance Payments**

In accordance with the Department's Policies and Procedures, the Department will issue an advance payment equal to one twenty-fourth (1/24) of the Services/Administration allocation for up to the first three (3) months of the Contract Period.

### **26.3 Recovery of Advance Payments**

The Department will collect the advance payments in accordance with the Department's Policies and Procedures.

**26.4 Reimbursement Claim**

The W-2 agency's reimbursement claim for January 2004 expenses must be filed on or before the last day of February 2004, will be processed in March 2004, and the Department will issue payment in April 2004. Thereafter, the W-2 agency's expenses must be filed on or before the last day of the month following the month for which reimbursement is claimed. The reimbursement claim will be processed in the month following submission and paid by the fifth day of the month following processing, subject to reduction, recovery and reimbursement as provided in the Contract.

**26.5 Benefits Paid**

Benefits paid will be the amounts paid for W-2 Transition, Community Service Job, Trial Job and Custodial Parent of an Infant cases. These benefit amounts will be obtained from CARES and charged against the W-2 agency's W-2 Contract in the Department's payment system, each month.

**26.6 Expense Reporting**

The Department will not reimburse expenses incurred within the Contract Period, but reported more than ninety (90) calendar days after the end of the Contract Period unless an extension to the reporting period has been granted by the Department.

**26.7 Submitted Expenses****26.7.1 Allowable Expenses**

Expenses submitted under the Contract must be allowable, which includes being reasonable, appropriate, and necessary for the delivery of program services under the Contract. The Department's Policies and Procedures regarding prior approval for certain expenses must be followed for an expense covered by the Department's Policies and Procedures to be allowable.

**26.7.2 Adjustments to Expense Reports**

Adjustments to expense reports for a prior expense report period must be fully documented to show the specific expenses being adjusted, the reason for the adjustment and the amount of the adjustment. At the request of the Department, the W-2 agency must also provide information on what steps the W-2 agency is taking to prevent the reoccurrence of the situation that resulted in the adjustment.

**26.7.3 Method for Reporting Expenses**

In accordance with the Department's Policies and Procedures, the W-2 agency must use an approved, documented method for determining whether expenses are direct, allocated direct or indirect costs. The W-2 agency must use the Department's method for determining how expenses shall be reported within the required reporting categories.

**26.7.4 Consistent with Cost Allocation**

Expenses submitted under the Contract must be consistent with the Department's Policies and Procedures for Cost Allocation.

**26.7.5 Unauthorized Costs**

It is specifically understood that the funds provided to the W-2 agency under this Contract may be claimed for reimbursement only for expenses whose purposes are authorized by this Contract, and that a knowing claim for reimbursement for expenses for unauthorized costs constitutes a breach of this Contract and a misappropriation of public funds.

**26.8 Administration Costs**

Expenses for administration of W-2 and Related Programs, including agency management, support and overhead ("AMSO") and other expenses as identified in the Department's Policies and Procedures may not exceed fifteen percent (15%) for "balance of state" W-2 agencies and twelve percent (12%) for Milwaukee W-2 agencies of the total reported expenses as identified on the Department's payment system.

**26.9 Payment Adjustments****26.9.1 Adjustments with Corrective Action Opportunity**

After giving the W-2 agency notice and an opportunity to take Corrective Action as outlined in section 17 of the Contract (Records of Contract Compliance Issues, Monitoring and Corrective Action), if the W-2 agency fails to satisfactorily perform its responsibilities under the Contract, the Department may reduce, withhold, or recover payments from the W-2 agency.

**26.9.2 Adjustments without Corrective Action Opportunity**

If the Department determines that the Department has reimbursed the W-2 agency erroneously, or if the conditions set forth in the Penalty Amount section of the Contract are met, or equivalent conditions are met, the Department may reduce, withhold, or recover payments from the W-2 agency.

**26.9.3 Federal Recovery**

The Department may assert a claim for recovery from the W-2 agency at any time the Department is subject to recovery by the federal government.

**26.10 Early Spending with Approved Transition Plan**

If the W-2 agency is making a transition into a geographic area that was previously served by a different W-2 agency, the W-2 agency may receive reimbursement for funds spent before January 1, 2004 to the extent that the funds are spent after the Department has approved the W-2 agency's transition plan and the item(s) is approved for early spending.

**26.11 Consortium Incentive Funds**

The Department may approve additional funding, in accordance with Department Policies and Procedures and to the extent that funds are available for W-2 agencies that enter into consortium agreements.

**26.12 W-2 Agency Employee Compensation**

The salaries of W-2 agency employees shall be comparable to the salaries paid to employees in comparable positions in the local labor market.

**26.13 Payment Procedure for the Remainder of the Contract Term****26.13.1 W-2 Agency Modified Plan**

The modified Plan of the W-2 agency for the remainder of the 2004-2005 Contract Term shall be based upon the amount of funds allocated to the W-2 agency for that period.

**26.13.2 Payment Monitoring**

The Department shall monitor the payments made and expenses incurred by the W-2 agency, as necessary, to track the W-2 agency's compliance with its modified Plan.

**26.13.3 Plan Modifications**

The Department shall initiate further modifications to the W-2 agency's plan if monitoring under this section shows that further modifications are necessary to keep the costs of the W-2 agency's Plan within the amount of funds allocated to the W-2 agency for the remainder of the 2004-2005 Contract Term.

**26.13.4 Payment Adjustments**

The Department shall make adjustments in payments to the W-2 agency, as necessary, in accordance with Plan Modifications under this section.

**27. Audit and Audit Liabilities****27.1 Annual Audit**

The W-2 agency agrees to provide an annual audit in compliance with the Department's Policies and Procedures including all relevant provisions of the Department's "Wisconsin Works (W-2) Financial Management Manual," "Provider Agency Audit Guide" and "state Single Audit Guidelines." At the direction of the Department, the W-2 agency must expand the scope of its annual audit to address areas of concern identified by the Department.

**27.2 State or Federal Auditors**

The Department reserves the right to audit the W-2 agency's performance. The W-2 agency agrees to cooperate with the Department and other State auditors designated by the State, and/or federal auditors.

**27.3 State or Federal Audit Exceptions**

The Parties to the Contract agree that the W-2 agency shall be held liable for any State or federal audit exceptions in which acts or omissions of the W-2 agency are cited and the W-2 agency shall return to the Department all payments made under the Contract to which exception has been taken and proven or which have been disallowed because of such an exception. The Department agrees to interpret this provision in a manner that will not unfairly penalize a W-2 agency that has followed the Department's written policies and instructions.

**27.4 Resolution of Federal Audit Exceptions**

Nothing contained in the Contract shall limit the Department's obligation to promptly pursue with the appropriate federal agencies the expeditious clarification, resolution and disposition of federal audit exceptions which the Department and the W-2 agency agree are erroneous or inappropriate.

**28. Performance Bonuses**

If Performance Bonus funding becomes available for this Contract, the allocation methodology for bonus calculations will be issued. (See Performance Standards for the 2004-2005 Wisconsin Works (W-2) and Related Programs Contract, Appendix B to the Contract.)

**28.1 Measurement**

All performance criteria will be measured based on the data for the twenty-four (24) month Contract Period unless otherwise specified in the Department's document titled Performance Standards for the 2004-2005 W-2 and Related Programs Contract, Appendix B to the Contract, which is incorporated by reference into the Contract.

**28.2 Timeframe**

The Performance Bonus calculations, if any, by the Department will occur within three (3) months after July 31, 2006, which is the Department's financial close-out of the Contract or within three (3) months after the enactment of the 2006-2007 Biennial Budget Act, whichever is later.

**29. Civil Rights Compliance Plan (Federal)****29.1 Submittal**

The W-2 agency shall submit its Civil Rights Compliance Plan ("CRC") in accordance with the Department's Policies and Procedures for CRC standards, to the Department's Contract Manager within thirty (30) calendar days of signing this Contract.

**29.2 Combined Plan**

The W-2 agency may combine its Civil Rights Compliance Plan under this section with its Affirmative Action Plan under section 31 of the Contract.

**30. Language Access Plan**

The W-2 agency shall submit a Language Access Plan ("LAP") for Limited English Proficiency participants as a part of the W-2 agency's Civil Rights Compliance Plan under section 29 of the Contract.

**31. Non-discrimination/Affirmative Action (State)****31.1 W-2 Agency Agreement**

In connection with the performance of work under the Contract, the W-2 agency agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, creed, sex, national origin or ancestry, disability, developmental disability as defined in section 51.01(5) Wisconsin Statutes, physical condition, arrest or conviction record, marital status, political affiliation, military participation, use of lawful products, or sexual orientation as defined in section 111.32(13m) Wisconsin Statutes. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the W-2 agency further agrees to take affirmative action to ensure equal employment opportunities.

**31.2 Written Plan**

Contracts estimated to be over Twenty-Five Thousand Dollars (\$25,000) require the submission of a written Affirmative Action Plan by the W-2 agency. An exemption occurs from this requirement if the W-2 agency has a workforce of less than twenty-five (25) employees. Within thirty (30) calendar days of signing this Contract, the W-2 agency must submit the plan to the Department for approval. Instructions on preparing the plan and technical assistance regarding this section are available upon request from the Department.

**31.3 Posting of Notice**

The W-2 agency agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the Department that sets forth the provisions of the State of Wisconsin's non-discrimination law.

**31.4 Failure to Comply**

Failure to comply with the conditions of this Non-discrimination/Affirmation Action (State) section may result in the W-2 agency becoming declared an "ineligible" W-2 agency, termination of the Contract, or withholding of payment.

**31.5 W-2 Participants**

A W-2 agency with more than fifty (50) authorized permanent full-time equivalent positions must include in its Affirmative Action Plan a plan to employ individuals participating in the W-2 program. A W-2 agency with fifty (50) or fewer authorized permanent full-time equivalent positions is encouraged to employ individuals participating in the W-2 program.

**31.6 Combined Plan**

The W-2 agency may combine its Affirmative Action Plan under this section with its Civil Rights Compliance Plan under section 29 of the Contract.

**32. Health and Safety****32.1 Health and Safety Requirements**

The W-2 agency agrees to participate in the Department's Critical Incident/Business Resumption Plans, evacuation drills and related safety precautions at locations with Department staff and equipment, including identifying a facility contract person, if needed.

**32.2 Pro-Children Act of 1994**

Since a portion of the funds under the Contract includes federal funds, the W-2 agency agrees to comply with Public Law 103-227 (20 U.S. sections 6081-6084), also known as the Pro-Children Act of 1994. The law requires that smoking not be permitted within any indoor facility (or portion thereof) owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services,

education or library services to children under the age of eighteen (18). The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infant and Children ("WIC") coupons are redeemed.

### **33. Open Records Law and Confidentiality**

Except as required by laws providing for the confidentiality of personal information, the Wisconsin Open Records Law, sections 19.31 through 19.39 of the Wisconsin Statutes, applies to the Contract.

### **34. Reference to the State of Wisconsin**

Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any State official or employee for commercial promotion is prohibited.

### **35. Proprietary Information**

#### **35.1 Requirements**

Any material submitted by the W-2 agency to the Department that the W-2 agency considers confidential and proprietary information and which qualifies as a trade secret, as provided in section 19.36(5) of the Wisconsin Statutes, or material which can be kept confidential under the Wisconsin public records law, must be identified on the Designation of Confidential and Proprietary Information form, (Part 2, Section 1.22 of the W-2 Capacity Plan). The Department will decide on the status of material submitted under the Wisconsin public records law and will notify the W-2 agency of its decision. In the event of a request to inspect information, which the W-2 agency has designated and the Department has accepted as not subject to disclosure, the Department will notify the W-2 agency of the request and the W-2 agency will be responsible for defending the confidentiality of its information.

#### **35.2 State Property**

Data and innovations developed as a result of the contracted services cannot be copyrighted or patented. All data, documentation, and innovation become the property of the State of Wisconsin.

### **36. Duty to Disclose Potential Claims**

#### **36.1 Statement**

The W-2 agency shall disclose any potential claim or liability that it is aware of which could have a material effect on its ability to deliver services under the Contract or shall state that there are no such potential claims or liabilities.

#### **36.2 Continuing Duty to Disclose**

During the Contract Period, the W-2 agency has a continuing duty to disclose any potential claim or liability which could have a material effect on its ability to deliver services under the Contract at any time that it learns of the existence of such a potential claim or liability.

### **37. Indemnification**

The W-2 agency agrees to indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the negligence, misconduct, or breach of confidentiality by the W-2 agency, or any of its agents, employees or subcontractors, in performing the terms and conditions of the Contract. The W-2 agency agrees to indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements or contracts between the W-2 agency and any of its subcontractors or vendors to perform services or otherwise supply products or services. The Department acknowledges that the State may be required by section 895.46(1) of the Wisconsin Statutes, to pay the costs of judgments against its officers, agents or employees, and that an officer, agent or employee of the State may incur liability due to negligence or misconduct. In the event of a lawsuit challenging the validity of an aspect or provision of W-2, the Department will defend such lawsuit.



**38. Insurance Responsibility**

The W-2 agency and any subcontractors performing services for the State of Wisconsin shall:

- a) Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work;
- b) Maintain worker's compensation insurance, as required by Wisconsin Statutes, for participants in Community Service Job ("CSJ"), Wisconsin Works Transition positions, and Food Stamp Employment and Training work experience and for those repaying Job Access Loans through volunteer work or gaining work experience through volunteer work; and
- c) Maintain commercial liability, bodily injury and property damage insurance against any claim(s) that might occur in carrying out the Contract. Minimum coverage shall be One Million Dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the Contract. Minimum coverage shall be One Million Dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- d) A county is not required to carry insurance coverage under this provision to the extent that its employees are covered by a self-insurance program under sec. 895.46, Wis. Stats.

**39. W-2 Agency Tax Delinquency**

A W-2 agency that has a delinquent Wisconsin tax liability may have its payments offset by the State of Wisconsin.

**40. Copyright and Publication Rights****40.1 Legal Rights**

In connection with the performance of work under the Contract, the W-2 agency agrees that the Department owns all legal rights (including, but not limited to copyrights) to all images, designs, text, video, electronic files (composite and supporting files) and all other materials or products developed or created as a result of the Contract.

**40.2 Data Gathering Instrument**

Any data gathering instrument developed by the W-2 agency must be furnished to the Department's Contract Manager at or before the time it is put in use. Data gathering instruments include, but are not limited to, follow-up reporting forms, computer-assisted interactive interviews, and survey schedules. The purpose of this requirement is not a review and approval process. Instead, the Department's intent is to share best practices and improve data-gathering techniques across the W-2 program.

**41. Disclosure of Independence and Relationship****41.1 No Relationship**

When signing the Contract, the W-2 agency certifies that no relationship exists between the W-2 agency and the Department that interferes with fair competition or is a conflict of interest, and no relationship exists between the W-2 agency and another person or organization that constitutes a conflict of interest with respect to a State contract. If there is a conflict of interest, the W-2 agency must notify the Department's Contract Manager. The Department will refer this notice from the W-2 agency to the Department of Administration. The Department of Administration may waive this provision in writing, if the activities of the W-2 agency will not be adverse to the interests of the State.

**41.2 Department Regulation, Funding or Adverse Interests**

The W-2 agency agrees as part of the Contract that during performance of the Contract, the W-2 agency will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the Department or has interests that are adverse to the Department. If there is a conflict of interest, the W-2 agency must notify the Department's Contract Manager. The Department will refer this notice from the W-2 agency to the Department of Administration. The Department of Administration may

waive this provision in writing, if the activities of the W-2 agency will not be adverse to the interests of the State.

**42. Dual Employment**

Section 16.417 of the Wisconsin Statutes prohibits an individual who is a State of Wisconsin employee or who is retained as a consultant full-time by a State of Wisconsin agency from being retained as a consultant by the same or another State of Wisconsin agency where the individual receives more than Twelve Thousand Dollars (\$12,000) as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

**43. Conflict of Interest**

Private and non-private corporations are bound by sections 180.0831 and 180.1911(1) of the Wisconsin Statutes regarding conflicts of interests in the conduct of State contracts.

**44. Independent Capacity**

The Parties hereto agree that the W-2 agency, its officers, agents, and employees, in the performance of the Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. The W-2 agency agrees to take such steps as may be necessary to ensure that each subcontractor of the W-2 agency will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State.

**45. Contract Administration**

The Department retains the right to contract, separate from any W-2 agency contract, with an individual or organization for the management oversight and/or the coordination of W-2 agency services in a county with a total population of over 500,000.

**46. American Indian Tribe – Lobbying**

The Lobbying Certification requirement does not apply to an American Indian tribe with respect to expenditures permitted by other federal laws.

**47. Applicable Law**

The Contract shall be governed under the laws of the State of Wisconsin. The W-2 agency shall at all times comply with and observe all federal and State laws, local laws, ordinances, and regulations which are in effect during the period of the Contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel any contract with a federally debarred vendor or a vendor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

**48. Severability**

If any provision of the Contract is found to be illegal, unenforceable, or void, then the remainder of the Contract shall remain in effect.

**49. Assignment**

No right or duty in whole or in part of the W-2 agency under the Contract may be assigned or delegated without the prior written consent of the Department.

**50. Time Is of the Essence**

Time is of the essence with respect to all specific time periods set forth in the Contract.

**51. Waiver**

No right under the Contract shall be deemed waived unless either Party sends to the other Party written notice of waiver of that Party's right and the notice is acknowledged in writing. No provision of the Contract shall be deemed waived by reason of either Party failing to enforce the provision on one or more occasions.

**52. Employment**

The W-2 agency will not engage the services of any person or persons now employed by the State of Wisconsin, including any Department commission or board thereof, to provide services relating to the Contract without the written consent of the employing agency. This provision does not preclude subcontracting with DWS or its Job Service subunits.

**53. Disclosure****53.1 Appropriate Disclosure Requirements**

If a State public official (section 19.42 of the Wisconsin Statutes), a member of a State public official's immediate family, or any organization in which a State public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to the Contract, and if the Contract involves payment of more than Three Thousand Dollars (\$3,000) within a twelve (12) months period, the Contract is voidable by the State unless appropriate disclosure is made according to section 19.45(6) of the Wisconsin Statutes, before signing the Contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (telephone 608-266-8123).

**53.2 Separate Disclosure Requirements**

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, section 16.417 of the Wisconsin Statutes.

**54. Disputes****54.1 Exclusive Method**

The W-2 agency's sole and exclusive method of resolving any dispute or controversy arising out of or relating to the Contract shall be the complaint process provided in this section.

**54.2 Chief Legal Counsel**

The W-2 agency may address a written complaint to the Chief Legal Counsel of the Department at the following address: Department of Workforce Development, Chief Legal Counsel, P.O. Box 7946, Madison, Wisconsin 53707-7946.

**54.3 Timing of Complaint**

If the complaint relates to a specific decision of the Department and is received within ten (10) working days after the date of the decision, the Chief Legal Counsel shall review and respond to the complaint. In all other cases, the Chief Legal Counsel may review and respond to the complaint but is not required to do so.

**54.4 Other Remedy**

If the W-2 agency is not satisfied with the response of the Chief Legal Counsel, the W-2 agency may request a review by the Department Secretary. The Secretary or the Secretary's designee shall respond to a request for review in writing. The exclusive remedy for the W-2 agency after the response of the Department Secretary is to terminate under section 20.1 of the Contract (Without Cause).

**55. Documents and Changes Incorporated into the Contract****55.1 Forms Incorporated into the Contract**

The following forms, as completed by the W-2 agency and approved by the Department, are incorporated by reference into the Contract:

- Agency Identification – required (supplied by the W-2 agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal);
- Cost Proposal – required (supplied by the W-2 agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal);
- Proposer Agency References – required for RFP W-2 Proposal (supplied by the agency with the RFP W-2 Proposal);

- Affidavit of Fair Competition – required for RFP W-2 Proposal (supplied by the agency with the RFP W-2 Proposal);
- Designation of Confidential and Proprietary Information – optional (supplied by the W-2 agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal);
- Minority Business Preference – if applicable, (supplied by the W-2 agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal);
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions – required (supplied by the W-2 agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal);
- Lobbying – required (supplied by the W-2 agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal);
- Disclosure of Lobbying Activities - required (supplied by the W-2 agency with the Right of First Selection W-2 Plan or supplied by the agency with the RFP W-2 Proposal); and
- Confidentiality Acknowledgement form – optional for the RFP W-2 Proposal (supplied by the agency with the RFP W-2 Proposal).

## **55.2 Changes in Incorporated Documents**

### **55.2.1 Material Changes**

The W-2 agency is under a continuing obligation to notify the Department of any material change which occurs in any information contained in the documents listed in subsection 55.1 by submitting a revised form or other documents referred to in the Contract. This includes a change of any kind in the organizational or ownership status of the W-2 agency or any substantial change in the W-2 agency's financial condition.

### **55.2.2 Agency Identification Form**

The W-2 agency must notify the Department's Contract Manager in writing no later than ten (10) business days of any changes of information in any of the forms incorporated by reference into the Contract, including the Agency Identification form. (See section 55.1 of the Contract.) The notification must be in writing on the W-2 agency's official letterhead and signed by the W-2 agency's director or designee.

## **55.3 Documents Incorporated into the Contract**

### **55.3.1 Appendices**

The following documents attached to the Contract, as Appendices, are incorporated by reference into the Contract:

Appendix A: Allocations for the 2004-2005 W-2 and Related Programs Contract (replaces RFP and RFS Instructions Appendix A);

Appendix B: Performance Standards for the 2004-2005 W-2 and Related Programs Contract (replaces RFP and RFS Instructions Appendix B); and

Appendix C: Definitions and Acronyms for the 2004-2005 W-2 and Related Programs Contract.

### **55.3.2 Other Documents**

The W-2 Plan and any approved Plan Modifications and the Department's RFP and the Department's Administrator's memorandum on Right of First Selection contracting instructions for the W-2 2004-2005 Contract are incorporated by reference into the Contract.

**56. Contracting Process of Subsequent Contracts**

In subsequent contracts the Department shall use the contracting process specified under sec. 49.143(1), Stats, as affected by 2001 Wisconsin Act 16.

**IN WITNESS WHEREOF**, the Department and the W-2 agency have executed the Contract on the dates set forth below.

\_\_\_\_\_  
Bill Clingan, Division Administrator  
Division of Workforce Solutions  
Department of Workforce Development

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name printed  
W-2 Agency Authorized Representative

W-2 Agency's Tax ID Number:  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date